## Florida Habitability Standards Act: Introduction

This proposed act establishes statewide minimum habitability standards for residential rentals in Florida's subtropical climate, focusing on HVAC maintenance (where provided), pest control, and mold mitigation. It includes tenant obligations, dispute procedures via an optional state escrow, enforcement, and safe harbors. rulemaking immediate. Fiscal impact: Minimal, offset by fees. Author: Geoff C - Modern Minarchy, St. Petersburg, FL.

## Bill Sections Index (Key Summaries)

**Sec. 1: Short Title** – Cites the act as the "Florida Habitability Standards Act."

**Sec. 2: Legislative Findings and Purpose** – Finds climate risks (heat, humidity, pests, mold) make uncontrolled conditions unfit; sets uniform baselines for health/market fairness; codifies minimal standards, timelines/safe harbors, optional escrow for disputes without litigation overreach. *[See Anticipated Lobby Objection Indices: 1, 4. "Lobby Obj: 1,4"]*

**Sec. 3: Definitions** – Defines key terms: Department, Landlord, Tenant, Dwelling Unit, HVAC (excludes portables unless landlord-provided), RH (relative humidity), Mold, Wood-Destroying Organisms, Notice, Business Day, Small Landlord (≤5 units), Extreme Peak-Load Event.

**Sec. 4: Applicability; Scope; Exclusions** – Applies to all leased residential units; excludes transient lodging, dorms, employment housing, owner-occupied room rentals; doesn't alter HOA/owner maintenance but holds landlords responsible to tenants. *[Lobby Obj: 1]*

**Sec. 5: Landlord's Minimum Habitability Duties** – Maintain provided HVAC to ≤82˚F/<60% RH under normal conditions; measurement protocol (calibrated, averaged 60-min); temporary mitigation within 48 hrs if inoperable; pest extermination (all units); mold mitigation within 72 hrs/14 days (licensed >10 sq ft); no new cooling install required; 3-yr records. *[Lobby Objs: 1, 3, 4]*

**Sec. 6: Tenant Duties Related to Habitability** – Use/operate HVAC reasonably (e.g., change filters); prompt notice of issues/access; no willful creation of heat/humidity or interference with treatments. *[Lobby Obj: 3]*

**Sec. 7: Access; Entry for Inspection, Treatment, and Repair** – Landlord entry with 24-hr notice for limited purposes; no notice in emergencies (confirm within 24 hrs); missed appointments documentable as evidence of delay/refusal.

**Sec. 8: Notice and Cure Periods** – Tenant initial notice specifies issue/date/remedy; landlord acknowledges in 3 business days; cure timelines: HVAC diagnosis/repair in 3 days (mitigation 48 hrs), pests in 7 days, mold/moisture in 72 hrs/14 days. *[Lobby Obj: 1]*

**Sec. 9: State Habitability Escrow Program** – Department administers electronic escrow for rent during bona fide disputes; tenant elects post-notice; deposit deems timely rent/abates nonpayment claims; disbursement on resolution (to landlord if cured, proportionate to tenant if not, with termination option); informal review/judicial appeal; good-faith required (penalties for false claims); fees/interest. *[Lobby Objs: 2, 3]*

**Sec. 10: Remedies and Enforcement** – Admin fines ($250/day from day 15, $1,000/day from day 31, cap 25% annualized rent unless willful); civil

damages/fees/injunctions/abatement; no retaliation (90-day presumption); tenant bad faith reduces remedies. *[Lobby Objs: 3, 4]*

**Sec. 11: Measurement, Documentation, and Evidence** – Document temp/RH via time-stamped photos/logs; professional reports prima facie for mold/pests; Department rulemaking on protocols.

**Sec. 12: Safe Harbors and Affirmative Defenses for Landlords – Defenses:** Extreme events/utility outages, tenant refusal/misuse, parts/contractor unavailability (with mitigation), extraordinary tenant activities; hardship reductions for small landlords. *[Lobby Obj: 1]*

**Sec. 13: Construction; Limitations** – No new HVAC install/rent control/eviction moratoria; preserves other duties/remedies; preempts conflicting local ordinances on these standards (allows general codes). *[Lobby Obj: 4]*

**Sec. 14: Rulemaking; Forms; Guidance** – Department adopts notice forms, escrow protocols, measurement standards, fine schedules/mitigation credits/hardship criteria; publishes plain-language guidance.

**Sec. 15: Data Collection and Reporting** – Anonymized data on escrow/complaints/resolutions/enforcement; annual report by Jan. 15 with improvements.

**Sec. 16: Severability** – Invalid provisions don't affect others.

**Sec. 17: Transition; Implementation** – Rulemaking/planning immediate; escrow starts [PROGRAM START DATE], phased 180 days.

**Sec. 18: Effective Dates – General:** [EFFECTIVE DATE]; Secs. 9/14/15 immediate for prep.

**Bill Metadata (Non-codified)** – Bill [BILL NUMBER]; Sponsors [PRIMARY/CO]; Committees [1-3]; Admin Dept [NAME]; Fiscal: Minimal/fee-offset, litigation/health savings.

## **ANTICIPATED LOBBY OBJECTION INDICES** (KEY CONCERNS & RESPONSES)

**1. Cost/Scope:** New duties (e.g., HVAC/mold timelines) raise operating/liability costs.
**Response:** Limited to maintaining existing equipment; safe harbors for delays/outages; no new installs.

**2. Cash-Flow Risk:** Escrow delays rent during disputes.
**Response:** Deposits count as timely; good-faith/anti-abuse guards; promotes quick fixes over court.

**3. Enforcement Exposure:** Fines/recordkeeping duplicate remedies.
**Response:** Proportionate/capped fines; hardship waivers; preserves defenses.

**4. Uniformity vs. Stringency:** Raises floor beyond current law, impacts planning. *Response*: Reinforces statewide preemption (§83.425); baselines health-based, not overreach.

# The Florida Habitability Standards Act

An act relating to residential habitability; creating the Florida Habitability Standards Act; providing findings and purpose; providing definitions; establishing minimum duties of landlords concerning air-conditioning and humidity control, pest control, and mold mitigation; establishing obligations of tenants; creating a State Habitability Escrow Program; providing notice, cure, and dispute-resolution procedures; providing administrative and civil enforcement; providing preemption, construction, and severability; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

**SECTION 1. Short Title.**
This act may be cited as the Florida Habitability Standards Act.

**SECTION 2. Legislative Findings and Purpose.**

**1.** The Legislature finds that Florida's subtropical climate presents unique health and safety risks from excessive indoor heat, high humidity, pests, and mold, which can render residential premises unfit for human habitation if not reasonably controlled.

**2.** The Legislature further finds that clear, uniform, statewide baseline standards for habitability—limited to temperature and humidity control where cooling equipment is provided, timely pest control, and mold mitigation—promote public health, market fairness, and judicial economy, while respecting property rights and freedom of contract.

**3.** The purpose of this act is to codify minimally sufficient, statewide habitability baselines; establish reasonable timelines and safe harbors; provide an optional, neutral escrow mechanism for rent during bona fide habitability disputes; and

ensure timely, durable remediation without unnecessary litigation or regulatory overreach.

**4.** The Legislature further finds that this act does not mandate the installation of new HVAC or cooling appliances where none existed at the commencement of the tenancy, nor does it alter existing property rights beyond the maintenance of provided equipment.

**SECTION 3. Definitions.**

As used in this act, the term:

**1.** “Department” means the state executive department designated by the presiding officers for administration of this act.

**2.** “Landlord” means the owner, lessor, sublessor, or person entitled to receive rent for the use of a Dwelling Unit.

**3.** “Tenant” means a person entitled under a rental agreement to occupy a Dwelling Unit to the exclusion of others.

**4.** “Dwelling Unit” means a structure or part of a structure used as a home, residence, or sleeping place by one person or by two or more persons who maintain a common household, including single-family homes, duplexes, multifamily apartments, townhomes, and similar residential premises.

**5.** “HVAC” means any installed system or appliance used for space cooling and dehumidification, including central air-conditioning and permanently installed room or packaged units, together with associated ventilation and distribution components. HVAC does not include temporary or portable devices unless provided by the Landlord as a mitigation measure under this act.

**6.** “Relative Humidity” or “RH” means the ratio, expressed as a percentage, of the amount of moisture in the air to the maximum amount of moisture that air can hold at the same temperature.

**7.** “Mold” means any visible fungal growth on building materials or contents resulting from moisture intrusion, condensation, or elevated RH.

**8.** “Wood-Destroying Organisms” means organisms that damage structural wood, including termites, powderpost beetles, and wood-decay fungi.

**9.** “Notice” means written notice delivered by hand, by mail, or by electronic transmission to an address or account designated for such communications in the rental agreement or, if not designated, to a customary address or account actually used by the parties.

**10.** “Business Day” means a day other than a Saturday, Sunday, or state-observed legal holiday.

**11.** “Small Landlord” means a Landlord who directly or indirectly owns five or fewer Dwelling Units within this state.

**12.** “Extreme Peak-Load Event” means a period during which a recognized meteorological authority issues a formal heat advisory or warning for the area where the Dwelling Unit is located, or when a utility outage or load-shedding event interrupts normal electrical service to the Dwelling Unit.

**SECTION 4. Applicability; Scope; Exclusions.**

**1.** This act applies to all Dwelling Units leased for residential occupancy in this state.

**2.** This act does not apply to: transient public lodging; dormitory accommodations owned or operated by an educational institution; occupancy incidental to employment for which housing is provided as a condition of employment and is

not the Tenant's primary residence; or a room within an owner-occupied single-family residence where the owner rents no more than one room.

**3.** Nothing in this act alters the allocation of maintenance responsibilities among community associations and owners as established by their governing documents; however, as between Landlord and Tenant, the Landlord remains responsible for the duties imposed by this act.

**SECTION 5. Landlord's Minimum Habitability Duties.**

**1. HVAC and Humidity Maintenance.** Where an HVAC system or cooling appliance is provided at the commencement of the tenancy, the Landlord shall maintain such equipment in good working order so that, under normal design operating conditions with exterior doors and windows closed:

**(a)** The indoor air temperature in occupied rooms does not exceed 85°F; and

**(b)** The indoor RH does not exceed 60% for sustained periods, excluding brief transients during compressor cycling or door openings.

**2. Measurement Protocol.** Compliance with subsection (1) shall be assessed using calibrated instruments at the center of the largest sleeping room and the principal living area, at a height of 3 to 5 feet above the floor, averaged over a continuous 60-minute interval while the Tenant is not operating devices that materially increase heat or moisture beyond ordinary residential use.

**3. Temporary Mitigation.** If the HVAC becomes inoperable or cannot meet the thresholds in subsection (1), the Landlord shall, within 48 hours after receipt of Notice, provide temporary mitigation reasonably sufficient to reduce heat and moisture burden, which may include portable cooling or dehumidification units, or comparable measures, until permanent repair is completed.

**4. Pest Control.** The Landlord shall make reasonable provisions for the extermination of rats, mice, roaches, ants, bedbugs, fleas, and other household pests, and for the prevention and treatment of Wood-Destroying Organisms, throughout the tenancy. Where treatment requires temporary vacancy, the Landlord shall provide at least 7 days' Notice when practicable and shall schedule treatment to minimize disruption. The Tenant shall comply with reasonable preparation instructions provided in writing by the licensed pest professional.

**5. Moisture and Mold Mitigation.** Upon Notice of moisture intrusion or visible Mold:

**(a)** The Landlord shall commence moisture control measures within 72 hours and shall complete visible Mold remediation, where practicable, within 14 days.

**(b)** Remediation exceeding 10 contiguous square feet of visible Mold shall be performed by personnel holding appropriate state licensure or certification, and post-remediation clearance shall document that surfaces are visibly clean and that indoor RH is restored to 60% or less under normal conditions.

**6. No Duty to Install New Cooling.** This section does not require a Landlord to install a new HVAC system or cooling appliance where none was provided at the commencement of the tenancy; however, if such equipment is provided, it must be maintained as set forth in this section.

**7. Recordkeeping.** The Landlord shall maintain for 3 years records of HVAC service, pest treatments, moisture mitigation, and Mold remediation performed during the tenancy, and shall provide copies to the Tenant upon request.

## SECTION 6. Tenant Duties Related to Habitability.

**1.** The Tenant shall use and operate provided HVAC and ventilation equipment in a reasonable manner, including replacing or cleaning filters at intervals reasonably

specified in writing by the Landlord and not less frequent than the manufacturer's recommendation when filters are Tenant-replaceable.

**2.** The Tenant shall promptly provide Notice of HVAC malfunction, moisture intrusion, visible Mold, or pest activity, and shall provide reasonable access for evaluation and repair as provided in this act.

**3.** The Tenant shall not willfully or negligently create conditions of elevated heat or humidity beyond ordinary residential use, nor interfere with pest treatment or moisture mitigation.

**SECTION 7. Access; Entry for Inspection, Treatment, and Repair.**

**1.** The Landlord may enter the Dwelling Unit upon at least 24 hours' Notice at reasonable times for the limited purposes of inspection, HVAC maintenance, pest control, moisture mitigation, or Mold remediation. In emergencies threatening life, property, or essential services, no advance Notice is required, but the Landlord shall provide written confirmation of the emergency entry within 24 hours thereafter.

**2.** Missed appointments caused by a party's failure to appear within a one-hour window after the scheduled time shall be documented and may constitute evidence of failure to provide access or of unreasonable delay, as applicable.

**SECTION 8. Notice and Cure Periods.**

**1. Initial Notice.** A Tenant asserting noncompliance with Sections 5(1)–(5) shall deliver Notice specifying the condition, the date first observed, and requested remedy.

**2. Acknowledgment.** The Landlord shall acknowledge receipt of Notice within 3 Business Days.

**3. Cure—HVAC.** The Landlord shall commence HVAC diagnosis and repair within 3 Business Days after Notice and shall diligently pursue completion; temporary

mitigation under Section 5(3) must be provided within 48 hours after Notice unless access is refused or an Extreme Peak-Load Event or utility outage prevents mitigation.

**4. Cure—Pests.** The Landlord shall schedule pest treatment within 7 Business Days after Notice, unless access is refused or a licensed professional documents that a longer lead time is reasonably necessary.

**5. Cure—Moisture/Mold.** The Landlord shall comply with Section 5(5), including commencement within 72 hours and completion, where practicable, within 14 days.

**SECTION 9. State Habitability Escrow Program.**

**1. Creation.** The Department shall establish and administer an electronic Habitability Escrow Program to accept and disburse rent payments during bona fide disputes under this act.

**2. Election.** After providing Notice under Section 8, documenting the noncompliance as per Section 11 (including time-stamped photographs or digital logs where applicable), and complying with tenant duties under Section 6 (including providing reasonable access under Section 7), a Tenant may elect to deposit the full periodic rent into the Habitability Escrow Program instead of delivering rent directly to the Landlord. A Tenant may make this election for any rental period in which the asserted noncompliance remains unresolved.

**3. Effect of Deposit.** Timely deposit of the full periodic rent into the Habitability Escrow Program shall be deemed timely payment of rent for all purposes under the rental agreement during the period of deposit, and nonpayment claims for that period shall be abated while the deposit remains on account.

**4. Disbursement—Resolution.**

**(a)** If the Landlord remedies the condition within the applicable cure period or within a documented reasonable time under Section 12, the Department shall disburse escrowed rent to the Landlord.

**(b)** If the condition remains unremedied after the applicable cure period and no safe harbor under Section 12 applies, the Department may disburse all or a proportionate share of the escrowed rent to the Tenant, and the Tenant may terminate the rental agreement without penalty on 7 days' Notice.

**5. Dispute Review.** The Department shall provide a prompt, informal dispute review with notice to both parties and an opportunity to submit evidence, followed by a written determination subject to administrative reconsideration. Either party may seek judicial review in a court of competent jurisdiction.

**6. Good-Faith Deposits.** Deposits must be made in good faith. A Tenant who willfully makes a materially false claim resulting in improper escrow may be assessed a civil penalty not to exceed one month's rent, after notice and opportunity to be heard.

**7. Administration.** The Department may adopt forms, set reasonable transaction fees to cover program costs, and pay interest on escrowed funds at rates applicable to state-held trust accounts, if any.

**SECTION 10. Remedies and Enforcement.**

**1. Administrative Enforcement.**The Department may investigate alleged violations of Sections 5 and 8 and impose administrative fines as follows, after notice and opportunity to be heard:

**(a)** Beginning on July 1, 2027, and on July 1 of each year thereafter, the per-day penalty amounts specified in paragraphs (a) and (b) shall be adjusted by the percentage change in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items (CPI-U), for the 12-month period ending the preceding March, as

published by the U.S. Bureau of Labor Statistics. The department shall publish the adjusted amounts by June 1 annually. Adjusted amounts shall be rounded to the nearest $10 and shall not increase by more than five percent in a single year.

**(i)** The daily penalty beginning on day 15 after the cure deadline is $250, as annually adjusted pursuant to this subsection.

**(ii)** The daily penalty beginning on day 31 after the cure deadline is $1,000, as annually adjusted pursuant to this subsection.

**(b)** In determining the assessment or mitigation of daily penalties, the department shall consider the duration and severity of noncompliance; the risk to health or safety; the landlord's documented good-faith efforts to cure, including provision of temporary mitigation; tenant refusals of access; utility outages; and verified parts or contractor shortages. The department may reduce, suspend, or waive penalties consistent with these factors. The aggregate penalty for a single continuous episode shall not exceed 25 percent of annualized rent absent a finding of willful or reckless disregard of health and safety.

**(c)** During a declared state of emergency directly affecting utilities, labor, or materials, the department may pause accrual of daily penalties for the period of demonstrable impossibility, provided the landlord offers reasonable temporary mitigation.

**2. Civil Remedies.** A prevailing party in a civil action arising from a material violation of this act may recover actual damages, reasonable attorney fees, and court costs. In addition, a Tenant may obtain injunctive relief and proportionate rent abatement for periods of proven noncompliance with Sections 5 and 8.

**3. Retaliation Prohibited.** A Landlord may not retaliate against a Tenant for good-faith exercise of rights under this act. Evidence of adverse action within 90

days after a Tenant's good-faith assertion of rights creates a rebuttable presumption of retaliation.

**4. Bad-Faith Conduct by Tenant.** A Tenant who materially obstructs access, willfully causes the condition, or refuses reasonable temporary mitigation may have remedies reduced or denied to the extent the Tenant's conduct caused or prolonged the condition.

**SECTION 11. Measurement, Documentation, and Evidence.**

**1.** Parties may document temperature and RH readings by time-stamped photographs or digital logs from commercially available devices. Data must identify location, height, date, time, and device make/model.

**2.** For Mold remediation and Wood-Destroying Organisms, written reports or invoices from licensed or certified professionals constitute prima facie evidence of treatment and scope.

**3.** The Department may by rule adopt additional measurement protocols, including device accuracy, sampling duration, and documentation standards.

**SECTION 12. Safe Harbors and Affirmative Defenses for Landlords.**

**1.** It is an affirmative defense to administrative penalties and a basis to deny or reduce civil remedies if the Landlord proves by a preponderance of the evidence that noncompliance resulted from:

**(a)** An Extreme Peak-Load Event or utility outage;

**(b)** The Tenant's refusal to provide access after reasonable Notice;

**(c)** Unavailability of parts or licensed contractors despite documented, diligent efforts to procure them and schedule service, provided temporary mitigation under Section 5(3) was offered where feasible;

**(d)** The Tenant's misuse or neglect of HVAC or failure to change Tenant-replaceable filters after written instruction; or

**(e)** Conditions outside normal design operating parameters caused by the Tenant's extraordinary activities or occupant loads not contemplated by ordinary residential use.

**2. Small Landlord Hardship.** The Department may suspend or reduce administrative fines for a Small Landlord who demonstrates financial hardship, substantial, documented efforts to remediate (including offers of temporary mitigation under Section 5(3)), and that the noncompliance did not pose an immediate threat to health or safety, provided that health-threatening conditions receive priority attention and temporary mitigation is offered where feasible.

**SECTION 13. Construction; Limitations.**

**1.** Nothing in this act shall be construed to:

**(a)** Require installation of new HVAC or cooling appliances where none existed at the commencement of the tenancy;

**(b)** Authorize rent control, rent caps, or eviction moratoria; or

**(c)** Diminish any duty or remedy otherwise available under the rental agreement, building, housing, fire, health, or life-safety codes.

**(d) Create any local variation or patchwork in habitability standards contrary to this act, consistent with the statewide preemption of residential tenancies under s. 83.425, Florida Statutes.**

**2.** To the extent of direct conflict between a local ordinance and this act concerning the standards and procedures established herein, this act controls. Local governments may enact or enforce equal or more stringent building or life-safety codes of general applicability that do not regulate the substantive landlord-tenant relationship.

**SECTION 14. Rulemaking; Forms; Guidance.**

**1.** The Department may adopt rules to implement this act, including:

**(a)** Standard Notice forms for Tenants and Landlords;

**(b)** Protocols for Habitability Escrow Program deposits, disbursements, and dispute review;

**(c)** Measurement and documentation standards under Section 11; and

**(d)** A fine schedule, mitigation credits, and hardship criteria consistent with Section 12.

**2.** The Department shall publish plain-language guidance for Tenants and Landlords regarding their rights and obligations under this act.

**SECTION 15. Data Collection and Reporting.**

**1.** The Department shall maintain anonymized data on Habitability Escrow Program usage, categories of complaints, resolution times, and enforcement outcomes.

**2.** By January 15 of each year, the Department shall publish an annual report summarizing the prior fiscal year's data and recommending any operational improvements.

**SECTION 16. Severability.**

If any provision of this act or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications that can be given effect without the invalid provision or application, and to this end the provisions of this act are severable.

**SECTION 17. Transition; Implementation.**

1. The Department shall begin rulemaking and operational planning for the Habitability Escrow Program upon this act becoming law.

2. The Habitability Escrow Program shall accept deposits beginning on [PROGRAM START DATE], and the Department may phase implementation by region or transaction type during the first 180 days to ensure operational stability.

**SECTION 18. Effective Dates.**

**1.** Except as provided in subsection (2), this act takes effect on [EFFECTIVE DATE].

**2.** Sections 9, 14, and 15 take effect upon becoming law for the limited purpose of rulemaking and program implementation.

BILL METADATA (for drafting only; not codified)

- Bill Number: [BILL NUMBER]
- Introduced by: [PRIMARY SPONSOR]; Co-sponsored by [CO-SPONSORS]
- Committee References: [COMMITTEE 1]; [COMMITTEE 2]; [COMMITTEE 3]
- Administering Department: [DEPARTMENT NAME]
- Fiscal Impact: Anticipated to be minimal and offset by program fees, with potential savings from reduced litigation and improved public health outcomes.